

IN IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

**MANUEL HERNANDEZ AND EVELIA  
HERNANDEZ as Next Friend of C.H., a  
Minor**

**Plaintiffs,**

**vs.**

**GENERAL MOTORS, LLC.**

**Defendant.**

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**CIVIL ACTION NO. 2:10-cv-00478**  
**Jury**

**AGREED FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT BETWEEN  
PLAINTIFFS AND DEFENDANT GENERAL MOTORS LLC**

On 12/5/12, 2012, came on to be heard the above-styled and numbered action wherein Manuel Hernandez and Evelia Hernandez, Individually, and as Next Friend to C.H., Minor Child, by and through his Guardian ad Litem, Stafford Davis, ("Plaintiffs" or "Claimants") are Plaintiffs and General Motors LLC ("Defendant" or "General Motors LLC") is the Defendant. Plaintiffs and General Motors LLC are referred to collectively herein as the "Parties."

The Parties came in person and/or by and through their respective attorneys of record and made known to the Court that any previously made jury demands are waived, and that all matters of fact and things in controversy are submitted to the Court. Plaintiffs and General Motors LLC announced to the Court that they have agreed to settle and compromise all issues, claims and causes of action now existing or that may hereafter arise between Plaintiffs and General Motors LLC.

It is understood and agreed that Plaintiffs, in consideration for General Motors LLC's agreement to settle this controversy for the sums described in the Confidential Settlement Agreement and Release will pay, discharge and/or INDEMNIFY, HOLD HARMLESS AND DEFEND GENERAL MOTORS LLC for any and all outstanding unpaid hospital charges, hospital bills, medical bills, attorneys' fees and costs, rights of reimbursement or other bills and expenses. It was pointed out to the Court that all Parties have agreed that if this Order Approving Settlement is approved by the Court that neither Plaintiffs nor anyone claiming by, through or under them will be able to recover anything further of and from General Motors LLC, General Motors Company, General Motors Holdings LLC, General Motors Corporation, Motors Liquidation Company, Motors Liquidation Company GUC Trust, or their respective agents, servants, authorized dealers, related entities, subsidiaries, component part suppliers, legal representatives, employees, directors, shareholders, members, officers and insurers.

After reviewing the pleadings filed in this case, the Court heard evidence touching upon said Confidential Settlement Agreement and Release, with reference to the material facts regarding the automobile crash that occurred on November 14, 2009 along County Road 46 in Smith County, Texas ("Subject Incident" and/or "Crash in Question"), and all matters pertaining to the alleged liability of General Motors LLC and the alleged damages to Plaintiffs, as well as the capacity of the Plaintiffs to prosecute this action as stated herein. Upon hearing the evidence, the Court is of the opinion that said Confidential Settlement Agreement and Release is in the best interest of all Claimants, including the minor Claimant, and that the terms of the Confidential Settlement Agreement and Release are in all respects fair, reasonable and in the best interest of the Claimants, including the minor Claimant. It is understood and agreed by the Plaintiffs that the payment of the monies described in the Confidential Settlement Agreement and Release is in

settlement of disputed claims, that General Motors LLC has denied liability and continues to deny liability of whatever nature to the Plaintiffs. It is further understood and agreed that General Motors LLC herein by this settlement agreement makes no admission of liability to the Plaintiffs, nor to any other person, firm, corporation or other entity who did not assert a claim or file a lawsuit against General Motors LLC, but rather that General Motors LLC makes this settlement solely to purchase its peace and to avoid the vexation and expense of further litigation.

Accordingly, the Court makes the following findings and Orders:

The Court, having considered the evidence presented at the hearing, all matters of record in this case, having heard the arguments of counsel, and the recommendation of the Guardian Ad Litem, finds that Plaintiffs and General Motors LLC have satisfactorily compromised and settled all of the issues involved herein.

The Court finds that General Motors LLC's agreed upon settlement proceeds shall be paid in accordance with the Confidential Settlement Agreement and Release to the Plaintiffs and their attorneys of record.

The Court is of the opinion that the Confidential Settlement Agreement and Release executed by Plaintiffs is fair and equitable and that the same should be, and is hereby in all things approved, and the Court hereby specifically finds the Confidential Settlement Agreement and Release is fair, just, equitable and in the best interests of Plaintiff C.H., a Minor Child, who appeared by and through his court appointed guardian ad litem, Stafford Davis. The Court further finds that General Motors LLC has given good and valuable consideration to each of the Plaintiffs for the settlement of this lawsuit.

The Court, having considered the recommendation of the guardian ad litem and testimony of Plaintiffs, along with considerations of the alleged damages suffered by the minor

child Plaintiff; the sufficiency and adequacy of the agreed upon settlement proceeds between General Motors LLC and Plaintiffs; the fairness and reasonableness of the proposed apportionment of the settlement proceeds in the context of the overall lawsuit; the proposed manner of disbursement of the settlement proceeds; and the amount of attorney fees charged by Plaintiffs' attorney, does hereby find the settlement of this case in the manner described, is fair, reasonable and in the best interests of C.H., who appeared by and through his court appointed guardian ad litem, Stafford Davis.

The Court further finds the amounts that are to be paid in full satisfaction of any and all claims arising from the subject incident which Plaintiffs have or might ever have against General Motors LLC, General Motors Company, General Motors Holdings LLC, General Motors Corporation, Motors Liquidation Company, Motors Liquidation Company GUC Trust, or their respective agents, servants, authorized dealers, related entities, subsidiaries, component part suppliers, legal representatives, employees, directors, shareholders, members, officers and insurers and that under no legal or equitable theory may they hereafter recover either directly or indirectly any further sums by reason of any new suits, new theories, new or different claims, actions, cross-actions, counter-actions, or third-party actions, or other actions whatsoever, and further that this settlement and Agreed Final Judgment and Order Approving Settlement shall fully bind any other personal representatives, administrators, guardians, or others representing the person or estate of any Plaintiff herein named or others seeking recovery by, through or under Plaintiffs.

The Court further finds that the terms of the Confidential Settlement Agreement and Release provides that Plaintiffs will pay all fees due to their attorneys from the settlement amount set forth in the Confidential Settlement Agreement and Release. Plaintiffs and their

attorneys acknowledge and agree that General Motors LLC and the other Released Parties (as “Released Parties” is defined in the Confidential Settlement Agreement and Release) and entities shall bear no responsibility for payment of Plaintiffs’ attorneys’ fees.

The Court further finds that the Plaintiffs have agreed that all bills, fees, and/or charges for past, present and future medical expenses of any kind including, but not limited to, expenses for hospital services, doctor services, nursing home services, psychiatric or psychological services, psychotherapist services, chiropractor services, nursing services, ambulance services, therapeutic services, rehabilitation services, physical therapy, and drugs and medications (hereinafter “Medical Expenses”), funeral and burial expenses, property damage including loss of personal property, trustee fees, and other expenses, subrogation claims, hospital liens, workers’ compensation liens, Medicare assignments or liens, Medicaid assignments or liens, and any other liability of any kind related in any way to the allegations that were or could have been made by the Plaintiffs against General Motors LLC in the Lawsuit or any other form of expense incurred herein have been paid or will be paid or compromised by Plaintiffs.

The Court further finds Plaintiffs have agreed to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** General Motors LLC, General Motors Company, General Motors Holdings LLC, General Motors Corporation, Motors Liquidation Company, Motors Liquidation Company GUC Trust, and their respective agents, servants, authorized dealers, legal representatives, related entities, subsidiaries, component part suppliers, employees, directors, shareholders, members, officers, insurers, and all persons, firms, organizations and corporations in privity with the foregoing (even if such persons or entities are not specifically named in the Confidential Settlement Agreement and Release), **from and against any and all claims, suits, demands, actions and causes of action of any nature or character whatsoever, including but not**

limited to claims or actions for contribution, indemnity or subrogation, if any, which have been or which may hereinafter become asserted against General Motors LLC, General Motors Company, General Motors Holdings LLC, General Motors Corporation, Motors Liquidation Company and Motors Liquidation Company GUC Trust for any alleged damages and/or losses sustained as a result of the Subject Vehicle and/or Crash in Question made by, through, or in the name of Claimants, or their heirs, or attorneys.

The Court further finds that the Plaintiffs have agreed and that Plaintiffs further agree to INDEMNIFY, HOLD HARMLESS AND DEFEND General Motors LLC, General Motors Company, General Motors Holdings LLC, General Motors Corporation, Motors Liquidation Company, Motors Liquidation Company GUC Trust and their respective agents, servants, authorized dealers, legal representatives, related entities, subsidiaries, component part suppliers, employees, directors, shareholders, members, officers, insurers, and all persons, firms, organizations and corporations in privity with the foregoing (even if such persons or entities are not specifically named in the Confidential Settlement Agreement and Release), from and against any and all claims, suits, demands, actions and causes of action of any nature or character whatsoever, including but not limited to claims or actions for contribution, indemnity or subrogation, if any, which have been or which may hereinafter become asserted against General Motors LLC, General Motors Company, General Motors Holdings LLC, General Motors Corporation, Motors Liquidation Company and Motors Liquidation Company GUC Trust for any alleged damages and/or losses sustained as a result of the Subject Vehicle and/or Crash in Question made by, through, or in the name of Claimants, or their heirs, or attorneys.

The Court further finds that the Plaintiffs have agreed and that Plaintiffs further agree to

**INDEMNIFY, HOLD HARMLESS AND DEFEND** General Motors LLC, General Motors Company, General Motors Holdings LLC, General Motors Corporation, Motors Liquidation Company, Motors Liquidation Company GUC Trust and their respective agents, servants, authorized dealers, legal representatives, related entities, subsidiaries, component part suppliers, employees, directors, shareholders, members, officers, insurers, and all persons, firms, organizations and corporations in privity with the foregoing (even if such persons or entities are not specifically named in this Confidential Settlement Agreement and Release) **from and against any fine, penalty, suit, regulatory, or administrative proceeding resulting from the false or incorrect reporting of information required by Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.**

The Court further finds that Manuel and Evelia Hernandez are authorized to settle and compromise all claims on behalf of C.H., Minor Child, and that such settlement is fair, reasonable and in the best interest of C.H., Minor Child, who appeared by and through his court appointed guardian ad litem, Stafford Davis.

The Court approves the settlement entered into by the Parties and finds that the claims of Plaintiffs against General Motors LLC should be dismissed with prejudice; and that the claims of Plaintiffs asserted or which could have been asserted herein against General Motors LLC are fully satisfied in all respects, and that no execution shall ever issue herein.

The Court approves Plaintiffs payment of Plaintiffs' attorneys' fees in the amount of \$105,074.96 for services related to this matter.

It is ORDERED, ADJUDGED, and DECREED that all claims filed or which could have been filed by Manuel Hernandez, Individually, and as Next Friend to C.H., a Minor Child, against General Motors LLC are dismissed with prejudice.

It is ORDERED, ADJUDGED, and DECREED that all claims filed or which could have been filed by Evelia Hernandez, Individually, and as Next Friend to C.H., a Minor Child, against General Motors LLC are dismissed with prejudice.

It is further ORDERED, ADJUDGED and DECREED that costs of Court incurred herein are taxed against the party incurring same.

It is further ORDERED, ADJUDGED and DECREED that General Motors LLC shall pay the amount of \$15,650.00 to the Guardian Ad Litem for services related to this matter.

It further appears to the Court that all sums and settlement proceeds herein concerned have been or will be fully paid by General Motors LLC pursuant to the terms of the Confidential Settlement Agreement and Release; a portion of said sums and settlement proceeds will fund a structured settlement annuity contract for the use and benefit of C.H., Minor Child; the Periodic Payments which will be paid according to the terms of the structured settlement annuity contract shall be released to C.H. without further order of the Court; and it is accordingly ORDERED, ADJUDGED and DECREED that no execution shall issue hereon, this Agreed Final Judgment and Order Approving Settlement being entered as paid and fully satisfied.

It is further ORDERED, ADJUDGED and DECREED that all relief requested or which could possibly be requested by any of the Parties hereto which is not herein specifically granted is denied.


It is further ORDERED, ADJUDGED and DECREED that this judgment fully and finally disposes of General Motors LLC and all claims against General Motors LLC.

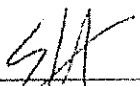
**SIGNED this 5th day of December, 2012.**

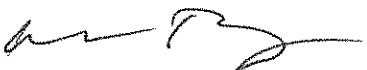
  
CAROLINE M. CRAVEN  
UNITED STATES MAGISTRATE JUDGE



APPROVED AND AGREED:

  
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